

SOME IMPORTANT TESTIMONY GIVEN AT FISHER HEARING BY IVERS ON LABOR AND IMMIGRATION

Tells of Brewer & Co.'s Plantation Contracts with the Small Growers—Denies Stories of Immigrants Turned Out of Territorial Station Because Wouldn't Go to Certain Plantations

(On the last day of the Fisher hearing, Mr. Richard Ivers made one of the most interesting statements of the entire investigation. He was recalled to the stand to answer some questions as to cane-growing contracts that Brewer & Co.'s plantations have negotiated with the small growers, and also with regard to labor immigration matters.)

Secretary Fisher: Mr. Ivers, I want to ask you a few questions that have been overlooked before, particularly with regard to this matter that Mr. Thurston has now explained as to that contract with the plantation. I have been told that you are one of the men on the islands who has made a most careful study of the actual financial study of the terms upon which contracts could be made with the homesteaders. Have you any information on that subject?

Ivers: There was a complaint made that the price paid for cane by the plantations was altogether inadequate. Mr. Robertson and myself talked the situation over—as the plantations represented by Brewer & Company in Hilo were buying more cane than any others. As a result of that conversation, I went up in that district and spent a month in the fields and investigated very fully. We decided on a uniform contract, which has since gone into effect, on the expiration of the old contracts.

That is, the contract was known as a six per cent basis, the planter raising cane on his own land, we pay for the cane when it is delivered along side the flume six per cent on the price of sugar in New York. If it were 4 cents, or \$4.80 a ton in New York we would pay 6 per cent, provided the cane was of such quality that it only required eight tons of it to make a ton of sugar. The cane raised upon lands owned by the plantation paid \$4.50 or \$4.40, if the price of sugar were \$4.80. (Mr. Ivers then described the terms in detail.)

Fisher: Well, now, this general form and term of contract you think, do you, is a fair contract to both parties?

Ivers: Yes, I do. I think it is very fair to both parties.

Fisher: Could you state what general return it ought, under general conditions, to yield to a plantation?

Ivers: To the mill or to the planter or both?

Fisher: Well, it might be both, if you have the time, showing on what basis you arrived at that term. I would like to have it.

Ivers: Four plantations represented by Brewer & Co. produced 4751 tons of cane from 6475 acres. Average price per ton of cane was \$4.25 and in this connection I will say that a comparatively large portion was raised on plantation land. The average per acre received by the planter was 132. The average yield per acre was 45 tons. Now I assumed that a third of the area was plant cane, and two-thirds ratoon. I assumed that provided the planter had his own money and did not have advances from the plantation, it would cost him \$126.50 to raise plant cane—from the time he put the seed in the ground until the time he harvested the cane, including all charges, per acre. I assumed that for ratoon it cost him \$98. Therefore the average cost would be—two crops ratoon \$98 and one crop plant \$126, the average would be \$107.50. He received \$107.50, he probably made \$190. Now I figured on that contract that with sugar at 31-2 cents at New York the mill would make \$4.65 per ton and I will say now that the advantage of this contract is that when sugar is at a high price, their profits increase; with sugar at \$3.75 the mill would make \$6.74 a ton; with sugar at 4 cents the mill would make \$9.08; with sugar at 4.25 cents, the mill would make \$11.42; with sugar at 4.50 cents the mill would make \$13.78 per ton; with sugar at 4.75 cents, the mill would make \$16.10 a ton; with sugar at 5 cents, \$18.45. On the same basis, the planter, provided he received 45 tons per acre, with sugar at 3.50, he would make \$40.75 per acre per year. He would receive \$81.50 gross for the two-year crop.

Fisher: In other words, on plant crop and ratoon crop he would make per year \$40.75.

Ivers: Yes. If, in the event of all of the advances being made by the plantation, I figure he would have to pay 10 dollars in interest for two years, or \$5 a year per acre. On 40 tons of sugar per acre at 3.50 I assume he would make a profit of \$31.25; 35 tons per acre yield, I assume would make a profit of \$21.75. With

sugar at 4 cents provided the yield was 45 tons, he would make a profit of \$54.25. Forty tons yield would make a profit of \$43.25; 35 tons would make a profit of \$32.25. With sugar at 4.50 cents, he would make from a yield of 45 tons, \$67.50; 40 tons, he would make a profit of \$55.25; from 35 tons, he would make a profit of \$42.75. I didn't take it any higher than that because I thought 4.50 cents was high enough. In reference to the Pahala contract, with sugar at 4 cents they would make \$9.63 a ton.

Fisher: Now, in figuring what the mill would make, do you credit the mill with interest?

Ivers: I do not, but I credit the mill with depreciation.

Fisher: At any rate.

Ivers: Well, in that connection I would charge as much as usual. Ordinarily speaking, everything on the plantation has to be renewed inside of twenty years—I think possibly seventeen years might be fair; but a great many things on the plantation will have to be renewed a number of times. However, I figure about 6 per cent, would be a fair rate of depreciation.

Fisher: Six per cent on what?

Ivers: Six per cent on what a good mill would cost.

Fisher: I suppose you figure maintenance and repairs?

Ivers: Well, in that connection I figure what we actually spend on maintenance. Any expense for betterments are not figured in this account at all.

Fisher: Will you send the stenographer a memorandum of the figures—I wish to get them correctly. I would like to get the basis of your profit to the mill, if you have no objection.

The San Carlos Contract.

Ivers: No objection at all. There is one further feature. It is contended that the San Carlos Milling Company is far more favorable with their contract than any contract that has been offered here. The San Carlos Milling Company contract with sugar at four cents, pays \$40 as against \$38.40 here, a difference of \$1.60.

Fisher: \$1.60 better than here; labor conditions are more favorable. That brings me to the question of immigration here. You are bringing in a good many Filipinos now?

Ivers: Immigration has nothing to do with Filipinos.

Fisher: Who brings in Filipinos?

Ivers: The planters.

Fisher: I have been told that there has been a great deal of abuse of that—

Ivers: In what way?

Fisher: Well, in the character of the men who are induced to come here—the fact that they are not subject to the same restrictions or examination that would be accorded them if they came from a foreign country.

Well Examined.

Ivers: Well, Mr. Secretary, these people are examined over there before their departure by the Federal people in the Philippines—the most rigid examination is made.

Fisher: Is that done under the Philippine government?

Ivers: It is done at the request of the planters and with the cooperation of the Philippine government, but at the expense of the planters.

Fisher: In other words, if there is any justification for the complaint, that could be checked by calling the attention of the Philippine government to it, and showing that their officials imposed at least the same restrictions as the immigration officials here.

Ivers: Yes.

Fisher: Now, there has also been a good deal of complaint called to my attention and some of it I may say by men officially connected with the plantation—men in the actual and responsible employ of the plantation, who have told me that they did not like to come out openly—who said they thought there was a serious abuse in the manner in which the immigrants which have been brought here from the mainland—I mean from outside—have been treated upon and shortly after their arrival. That is to say, that these people have been turned loose here in many instances, where they have been left without employment for a period of two, three or more months, during which they had little or nothing to depend upon and were compelled to accept almost any old thing. What do you know about that?

Statement Called Untrue.

Ivers: I consider that that not only that statement not true, but that it is a malicious statement. Under our law, we can provide and take care of these people for only a reasonable length of time—sometimes a man arrives there and is offered different places of employment and refuses to accept them—he merely wishes to remain there at the expense of the Territory—there have been a few such cases, where they have been forcibly removed from the station—those cases have been extremely rare.

Dr. Clark was appointed executive officer of the Immigration Station. As far as we knew, he was not interested financially or in any other way, in the Territory and was absolutely an independent outsider. Since he assumed that office, he has had practically a free hand—he had not been restricted in any way.

Fisher: I have been told that he has not been given a free hand—that whether by restraint or by indirect restraint he has not been in a position to carry out fully or freely the propositions he wishes.

Ivers: He has been given practically a free hand. Of course, there have been at different times perhaps

a difference of opinion, but that has always been on minor points. There has never been any project or any considerable importance that he has introduced that has been turned down.

Fisher: The Board usually has two representatives of sugar interests—what would the other people represent?

Ivers: One of them is a local attorney, the other a business man, engaged in the newspaper business here.

Fisher: Is there anybody on the Board that might be said to represent the laboring man? Don't you think that the efficiency of a board of that kind as a whole would be improved if there was somebody on that board who represented the people?

Atkinson As Vox Populi.

Ivers: I think Mr. Atkinson could be said to represent the people. He has been a member of the board since its inception since 1905.

Fisher: What is his employment?

Ivers: An attorney.

Fisher: How does he, an attorney, come to be so regarded?

Ivers: Well, he has always been closely identified with immigration and is looked upon generally as being a representative of the people.

Fisher: And you think that there is a feeling that Mr. Atkinson perhaps rightly or wrongly does understand and sympathize with their point of view?

Ivers: I think so. Well, in that regard I will say that I discussed it with the Governor and I thought there should be an active head of that Department who would do practically all of the work and would be independent.

Fisher: That is the work of Mr. Clark?

Ivers: Yes, that is the work of Dr. Clark.

Fisher: How soon is he likely to return? Will he return through Washington?

Ivers: I think he will probably return through Washington. You can have him return that way.

Fisher: Mr. Ashford, you want to ask any question?

Ashford: Mr. Ivers, isn't it a fact that when parties come here, they are assigned to go to different plantations and if they make any objection they can go as they are assigned or get out of the station entirely—in other words, that they are not allowed a fair opportunity to make their own selection—isn't that true?

Ivers: No, that is not true. The circumstances are these: Most of these people arrive here—most of them come here because they receive letters from friends and relatives who were working at different plantations in the islands. On the arrival of the vessel here, a great many people knew the names of the plantations where they wanted to go and they expressed a desire to go to those plantations, and as far as possible, they were dispatched to those plantations.

In certain cases where they were more immigrants than could be accommodated and they were finally persuaded to go to some other plantations.

Ashford: What was done?

Ivers: They were kept down there—there were only one or two who were forced out of that station.

Ashford: Why were they forced out?

Ivers: Because they refused to accept anything. Their attitude convinced the secretary that they were merely waiting for an opportunity to leave for the Coast.

In regard to the Russians, Mr. Atkinson himself went over to Russia and selected these people. When the first shipments of Russians arrived here there was no trouble. But after some of those people had been a little while on the plantations, they began drifting back to Honolulu. A number of these people were in Honolulu when the first shipment of Mr. Atkinson's arrived. There was some trouble. The whole controversy seemed to be that they said they had been promised \$45 a month, whereas they were promised 45 roubles a month. That is all that Mr. Atkinson promised them—45 roubles.

Ashford: Has it not been generally understood that those people were given to understand that the amount of money that they were going to get here would be equal to \$45 as distinguished from roubles.

No Misrepresentation.

Ivers: I don't think so. In fact, I am convinced otherwise. Mr. Atkinson was so much interested—such a strong advocate of the introduction of Russian people here—that I think he took particular pains to convince these people, but as a matter of fact these people were mostly mechanics and there were no opportunities to find any employment for them. I visited the Iron Works and Mr. Hedemann agreed to employ a number of them at the Iron Works. At the same time we did secure employment for a number of them throughout the town as mechanics—several to Mr. Craig. He afterwards came back and told us that they were not mechanics.

Ashford: They were introduced—they had been recruited for plantation work?

Ivers: Yes.

Ashford: What was the general reason why they would not go out and take agricultural work?

Ivers: They maintained that they had been promised \$45 a month.

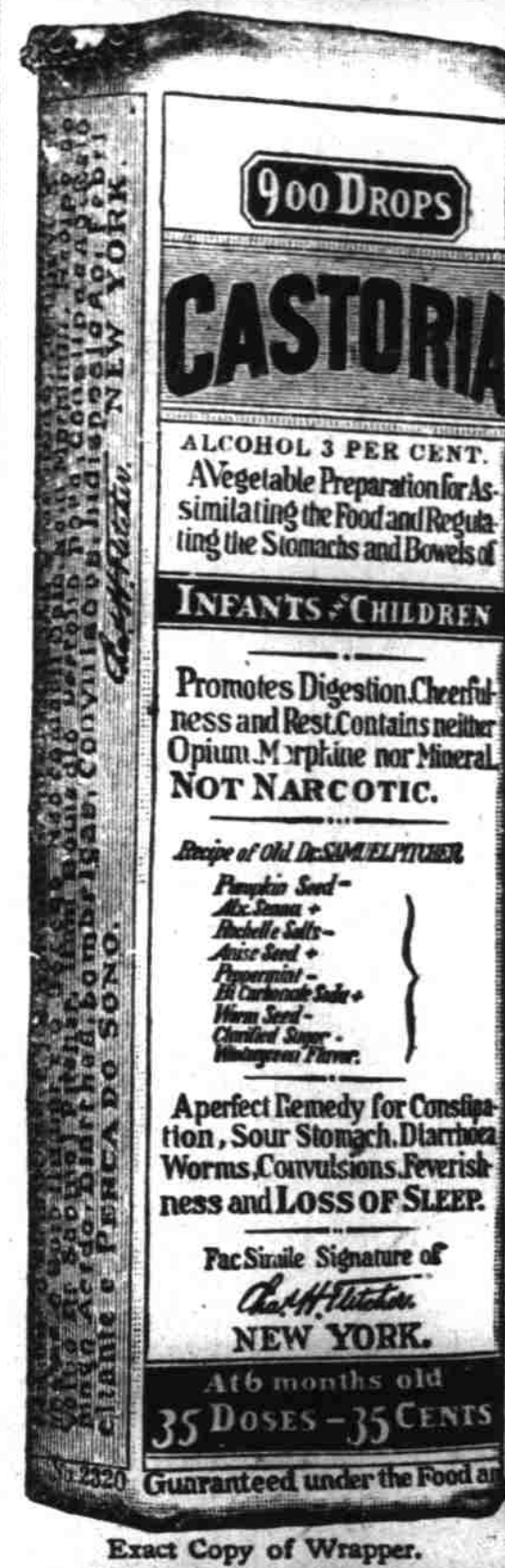
Ashford: I understand from other sources that an investigation was made and the matter was adjusted.

Ivers: Well, no; finally some of them did finally go up to the plantations, but others would not. As an indication, there are about 250 Russians working on the plantation, whereas there are a little over 1000 who have been brought here.

As to Co-Partnership Plan.

Fisher: Were you—was Brewer Company interested in the passage of this law—this partnership law?

Ivers: In no way. There are three



CASTORIA

For Infants and Children.

The Kind You Have Always Bought

Bears the Signature of

of

In Use

For Over

Thirty Years

CASTORIA

THE CASTORIA COMPANY, NEW YORK CITY.

of these companies that are connected as subsidiaries to our plantation that were formed prior to the Organic Act. One was engaged in the coffee business; the coffee business failed and they gradually turned the land into planting cane. I also wish to explain that as to these land companies, that were formed by Brewer & Company in connection with Brewer & Company—that ever since 1890 Brewer & Co., as a good investment of their own have bought lands throughout the islands which the plantations have leased from them. Brewer & Co. never bought these lands at the time with the idea of selling them to the plantation. They bought them simply as a good investment. These lands have increased very materially in value—we paid small sums for a good many of them. The directors decided that whereas we have been agents and are acting in their interest, the land we bought should really belong to those plantations.

Fisher: Your idea was to turn them over at the actual—

Ivers: At the actual cost to us at that time. None of these plantations own a share of stock in Brewer & Co. The five companies formed by Brewer & Co. represented five plantations.

Fisher: Was the property divided up and a part assigned to each one of these corporations?

Ivers: The land had been bought in the sphere of a certain plantation—that is the land in the locality of each plantation was assigned to it.

Fisher: What I mean is this: Did you organize recently a new corporation to take over these particular lands and only those lands, and another corporation to take over the lands in another locality and only those lands, or did you take all of your surplus lands and divide it up arbitrarily?

Not 1,000 Acres in All.

Ivers: The whole land collectively would not amount to 1,000 acres.

Fisher: So that the impression that has been created that each of them held a little below a thousand acres

Ivers: That is entirely incorrect.

Fisher: So that we know they did not quite fall within the class of those corporations that we spoke of?

Ivers: I will admit that they were subsidiary corporations.

Fisher: You could so far as this law is concerned, have formed one corporation?

Ivers: Brewer & Company is a corporation and it has held them all up to this time.

Thurston Gives Kinney's Position.

Mr. Thurston: There is one point I intended to speak of—of the statement made to me by Mr. Kinney in regard to obtaining evidence unlawfully. I was away at the time and when I returned I asked him and he made a statement to me.

Fisher: I think it is fair for you to state what he told you.

Thurston: I want to state in the first instance that I have known Mr. Kinney ever since he was knee high to the table there, and in my opinion there was no more public spirited or better man in this community—while he has eccentricities and differences from others I will always give him the benefit of the doubt. So much for Mr. Kinney's standing.

Why Kinney Acted.

When I asked him why he had done this, which is on the face of it contrary to law, he made this statement to me. There was some years ago a prosecution against a man in this town for violation of the laws, and the chief evidence which was necessary to the government consisted of some private papers. The prosecution got out a statement and compelled him to get these papers—they were to be used in the prosecution against him. The court ruled that those papers could not be used against him as it would be against the constitution to make a man testify against himself. In consequence, the prosecution failed. Now Mr. Kinney simply referred to this as being a fact facing him in his search-

FOR RENT

FURNISHED

House on Fernandez Street, Kalihi, two bedrooms... \$30 per month
House on Green Street, two bedrooms... \$45 per month
House on Kewalo Street, three bedrooms... \$75 per month

UNFURNISHED

House on Beretania Street, Tregloan Place, two bedrooms... \$18 per month

Bishop Trust Co., Ltd.

924 BETHEL STREET

W. C. ACHI,

ATTORNEY AT LAW

Capitol Building Honolulu, T. H.
P. O. Box 888

E. G. Duisenberg

STOCKS
BONDS
INSURANCE
REAL ESTATE
LOANS NEGOTIATED

76 Merchant St. Phone 3018

J. HOLMBERG

ARCHITECT.

Estimates Furnished on Buildings

Rates Reasonable.

160 Hotel St., Oregon Bldg. Tel. 2688

DRINK

May's Old Kona Coffee

BEST IN THE MARKET

HENRY MAY & CO.
Phone 1271



THE

Crossroads Bookshop.

Limited

Successors to

Brown & Lyon Co., Ltd.
ALEXANDER YOUNG BUILDING
"Everything in Books"

ORANGE BLOSSOM CANDIES
The Most Popular Candies Made on the Coast
HONOLULU DRUG CO., LTD.
1024 Fort St. Telephone 1364

THE
Chas. R. Frazier
Company
20th ADVERTISERS
Phone 1371 122 King St.

Fire Insurance

THE
B. F. Dillingham Co.
LIMITED

General Agent for Hawaii:
Atlas Assurance Company of London, New York Underwriters' Agency; Providence Washington Insurance Co.
4th Floor, Stangenwald Bldg.

1000 FEET 3/4-INCH
Garden Hose
Extra Good Value—25 Ft. \$3.75
JAMES GUILD COMPANY

EVERYTHING IN FURNITURE
Honolulu
Wire Bed Co.,
Corner Alakea and King Sts.

Your attention is called to the fact that we have just received, by last boat from the Coast, a large shipment of the best PORTO RICO HATS. Regular price, \$5; reduced to \$2.50. THE LEADING HAT CLEANERS No. 20 Beretania St., nr. Nuuanu Ave. FELIX TURRO, Specialist

Distress After Meals?

you belch or bloat?

TRY THE BITTERS

distress weak—bowels sluggish?

TRY THE BITTERS

do you malaria, or fever and ague?

TRY THE BITTERS

Hostetter's Stomach Bitters

30 years old and has helped thousands back to health. Tones—rebuilds—nourishes

sale by Betson, Smith & Co., Chambers Drug Co., Ltd., Hilo Co. and at all wholesale liquor

HOTEL STEWART SAN FRANCISCO

European Plan \$1.50 a day up
American Plan \$3.00 a day up
New steel and brick structure.
Very comfort and convenience.
High class hotel at very moderate prices. In the center of theatre and all district. On car lines transferring to all parts of city. Electric cabs meet all trains and cars. Hotel Stewart recognized Hawaiian Island Headquarters. Address "Travelers" ABC code. Love, Honolulu representative.

Hotel Potter, Santa Barbara

HOTEL TURPIN SAN FRANCISCO

17 Powell Street at Market
Grand Convent Building, 225 Rooms, 21 first class houses within 1 block. Rates \$1.51.54 per day. F. L. & A. W. Turpin, Prop. & Mgrs.

HOTEL WAIMEA

WAIMEA, KAUAI
Recently Renovated—Best Hotel on Kauai
Tourist Trade Solicited
GOOD MEALS
Rates Reasonable
W. SPITZ, Proprietor

Pleasanton Hotel
COMFORTABLE—REFINED
MODERATE PRICES
Corner Wilder and Punahou
Phone 3427
Henri Jules Pinchou, Manager

The Colonial

Has prepared for the tourist business by the addition of two more bungalows beautifully furnished. They are now ready for occupancy.

MISS JOHNSON,
Emma, Above Vineyard

HALEIWA

\$2 round trip, \$1 each for meals, including chicken dinner. Open at 8:36 a. m.

ME FOR A SWIM AT THE
Waikiki Inn
NEXT SUNDAY
Says the Wise Bather

CURIOS

Largest Pacific Souvenir Store in the World
HAWAII & SOUTH SEAS CURIO CO.
Young Building

Photo-Engraving of highest grade as secured from the Star-Bulletin Photo-Engraving Plant.

PENHURST

Penhurst meets in front and stays that way. It is non-shrinkable, has the strongest of buttonholes and ample tie space.

ARROW COLLARS

15c, 2 for 25c. Cluett, Peabody & Co., Makers